



JOHN L. SCOTT, SHERIFF

**County of Los Angeles**  
**Sheriff's Department Headquarters**  
**4700 Ramona Boulevard**  
**Monterey Park, California 91754-2169**  
*A Tradition of Service*



April 15, 2014

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
Los Angeles, California 90012

Dear Supervisors:

**ACCEPT A GRANT AWARD FROM THE STATE OF CALIFORNIA  
DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL  
FOR THE MINOR DECOY/SHOULDER TAP GRANT PROGRAM  
(SECOND DISTRICT) (3 VOTES)**

**SUBJECT**

Request Board approval authorizing the Sheriff of Los Angeles County (County) to accept and execute a grant award in the amount of \$10,000 from the State of California, Department of Alcoholic Beverage Control (ABC), funded by the California Office of Traffic Safety through the National Highway Traffic Safety Administration for the Minor Decoy/Shoulder Tap Grant Program (Program).

**IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Sheriff, as an agent for the County, to accept and execute the attached Grant Award Agreement Number 13-MST08 (Agreement) with ABC, accepting a grant in the amount of \$10,000 to fund the Los Angeles County Sheriff's Department's (Department) Compton Sheriff's Station (Station) for the grant period from February 1, 2014, through June 30, 2014. There is no match requirement for this Program.
2. Delegate authority to the Sheriff or his designee to execute and submit all required grant documents, including but not limited to, applications, agreements, amendments, modifications, augmentations, extensions, payment requests, and grant renewals that may be necessary for the completion of the Program.
3. Delegate authority to the Sheriff, as an agent for the County, to submit a grant application to ABC for this Program in future fiscal years and to execute all required grant application documents, including assurances and certifications, when and if such future funding becomes available.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the Minor Decoy Program is to reduce the number of licensees who sell alcoholic beverages to minors. This Minor Decoy Program is a significant and effective tool for law enforcement officials in combating sales of alcoholic beverages to persons under the age of 21 years. The Shoulder Tap Program targets adults who furnish alcoholic beverages to minors. "Shoulder Tapping" refers to the practice used by minors to obtain alcohol from adult strangers near "Off-Sale" retail outlets.

The Station has received numerous complaints of nuisance activity, after-hours alcohol sales, and blatant narcotics activity at several establishments. The funding will increase resources to the Station's personnel by addressing the nuisance and criminal complaints generated by the ABC-licensed liquor outlets within the Station's jurisdiction. The Station intends to utilize staff on an overtime basis for specialized operations that consists of visiting both the "On-Sale" and "Off-Sale" establishments of licensed retailers for both the Minor Decoy and Shoulder Tap Programs.

Funds in the amount of \$10,000 will be used for Salaries and Employee Benefits (overtime only for the Station's personnel).

### **Implementation of Strategic Plan Goals**

This Program is consistent with the County's Strategic Plan, Goal 3, Integrated Services Delivery, by maximizing opportunities to measurably improve client and community outcomes and leverage resources through the continuous integration of health, community, and public safety services.

### **FISCAL IMPACT/FINANCING**

The grant funding in the amount of \$10,000 will be fully offset by ABC with no match requirement. Funding for this Program has been included in the Department's Fiscal Year 2013-14 budget.

The \$10,000 in grant funding will only be utilized for the purposes of providing overtime for the Station's personnel.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On December 30, 2013, the Department submitted an application in response to ABC's grant solicitation. Upon review of the Department's application, ABC selected the Department to be a grant recipient of \$10,000 with no match requirement.

This will be the second grant award for this Program. The grant period is from February 1, 2014, through June 30, 2014.

The County agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of the Agreement, as well

as from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the County in the performance of the Agreement.

This Board letter has been reviewed by County Counsel.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

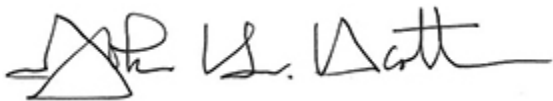
This grant will have a positive impact on current services for the Station by addressing complaints of crime in and around ABC-licensed locations within the Station's jurisdiction.

These Programs may create workload increases for the County's justice departments, including the District Attorney, Public Defender, and the Alternate Public Defender as suspects are identified and subsequently charged with a crime. The Department has made contact with each of the County's justice departments. The Program will have a minimal impact for both the District Attorney and Public Defender's Office, which can be managed with existing resources. The Alternate Public Defender believes acceptance of this grant funding will likely lead to a modest increase in criminal court filings, which can be managed with existing resources.

**CONCLUSION**

Upon Board approval, please return two individually certified copies of the adopted Board letter to the Department's Grants Unit.

Sincerely,

A handwritten signature in black ink, appearing to read "JL Scott", with a stylized initial "J" and "S".

JOHN L. SCOTT

Sheriff

JLS:BBB:bbb

Enclosures

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
STD 213 (Rev 06/03)

AGREEMENT NUMBER

**13-MST08**

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

The Department of Alcoholic Beverage Control

CONTRACTOR'S NAME

County of Los Angeles through the Los Angeles County Sheriff's Department-Compton Station

2. The term of this

Agreement is: February 1, 2014 through June 30, 2014

3. The maximum amount

of this Agreement is: **\$10,000.00**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work

**3 pages**

Exhibit B – Budget Detail and Payment Provisions

**1 page**

Exhibit C – General Terms and Conditions (GTC-610)

**1 page \***

*Items shown with an Asterisk (\*) are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>*

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Los Angeles County Sheriff's Department – Compton Station

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

John L. Scott, Sheriff

ADDRESS

4700 Ramona Blvd  
Monterey Park, CA 91754

**STATE OF CALIFORNIA**

AGENCY NAME

The Department of Alcoholic Beverage Control

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Eduardo Jimenez, Assistant Director, Administration

ADDRESS

3927 Lennane Drive Ste 100, Sacramento, CA 95834

*California Department of General  
Services Use Only*

☒ Exempt per: GC14616

## **EXHIBIT A SCOPE OF WORK**

### **I. PROJECT REPRESENTATIVES**

The project representatives during the term of this agreement will be:

Los Angeles County Sheriff's Dept.-Compton  
4700 Ramona Blvd, Grants Unit, 3<sup>rd</sup> Floor  
Monterey Park, CA 91754  
(323) 559-0053

Department of Alcoholic Beverage Control  
Chris Brookman  
District Administrator, Grant Unit  
3927 Lennane Drive, Suite 100  
Sacramento, CA 95834  
916-419-2507

Direct all inquiries to:

Los Angeles County Sheriff's Dept-Compton  
Same as above

Department of Alcoholic Beverage Control  
Diana Fouts-Guter, Grant Coordinator  
3927 Lennane Drive, Suite 100  
Sacramento, CA 95834  
916-928-9807

### **II. SCOPE OF WORK**

- Contractor agrees to implement the Department of Alcoholic Beverage Control (ABC) Minor Decoy and Shoulder Tap Programs. These programs target both ABC licensed premises and individuals who furnish alcoholic beverages to the underage decoys. The project is targeted to reduce underage drinking and the resultant DUI driving injuries and fatalities, and/or property damages, reduce youth access to alcoholic beverages through enforcement intervention and the impressions of omnipresence of law enforcement. In addition, Contractor agrees to the following goals:
- Contractor agrees to raise public awareness that selling, serving and/or furnishing alcoholic beverages to individuals under twenty-one years old is a criminal violation that will be prosecuted by local city and district attorneys.
- Contractor agrees to conduct Minor Decoy Operations at both "On-Sale" and "Off-Sale" licensed establishments. They will also conduct "Shoulder Tap" operations to apprehend adults that are unaffiliated with the licensed businesses and who are purchasing alcohol for minors outside of the stores. The operation period of the grant, February 1, 2014 through June 30, 2014.
- Contractor agrees to establish and implement a coordinated effort between Contractor and ABC, and acknowledges no operations will be carried out until after the Contractor's representative has completed the training/review conducted by an ABC Investigator.

- Contractor agrees to issue press releases as follows: (a) to announce the start of the program; (b) after each Minor Decoy Operation has been held (to announce the number of licensed premises who sold to the minor decoy) and/or after each Shoulder Tap Operation has been held (to announce the number of adults arrested for purchasing alcoholic beverages for the decoy). Contractor will fax (916) 419-2599 or email each press release to the Department's Public Information Officer ([John.carr@abc.ca.gov](mailto:John.carr@abc.ca.gov)) as soon as it is released.
- Contractor agrees in all press releases, in addition to any credits the agency wishes to give, will include the following statement: "This project is part of the Department of Alcoholic Beverage Control's Minor Decoy/Shoulder Tap Grant Project, funded by the California Office of Traffic Safety through the National Highway Traffic Safety Administration."
- Contractor agrees to host (provide location and distribute letters/flyers with training dates/times to ABC licensed establishments) a minimum of one (1) LEAD (Licensee Education on Alcohol and Drugs) class within the local law enforcement agencies jurisdiction during the term of this contract. The training will be provided by ABC's Training/LEAD unit.
- Contractor agrees to coordinate LEAD training dates/times with ABC to ensure the LEAD Trainer is available to conduct the class.
- Contractor will conduct operations with ABC agents for practical training and partnership development purposes.
- Contractor agrees to complete and submit two (2) reports, on a format designed by the Department of Alcoholic Beverage Control: one due on or before April 15, 2014 (with results of operations through March 31, 2014) and the final report due on or before July 31, 2014 (with results of operations through June 30, 2014).
- Contractor agrees to submit an Executive Summary as part of the final report due on or before July 31, 2014. The summary shall contain the following: (1) an evaluation statement concerning the end product and cost benefits; and (2) a listing of recommended and/or adopted policy or procedure changes, if any, occurring as a result of the project.

Disclaimer – The final report shall include the following:

"The opinions, findings, and conclusions expressed in this publication are those of the authors and not necessarily those of the State of California, Business, Consumer Services and Housing Agency, or the Department of Alcoholic Beverage Control."

Project Personnel – Identify the key personnel who worked on the project, together with their job classification, and a brief description of their contribution.

Problems – Describe any operational or cost problems that were encountered in project implementation. If known, state alternative methods that would have avoided the problem and increased the effectiveness of the project.

Results – Describe in detail the results of the project in terms of meeting the original objectives as stated in the project agreement. Also, describe the results in terms of how they will be specifically applied for future improvement of the agency's continuing activities relating to alcohol problem prevention and enforcement. Where possible, describe estimated savings resulting from implementing project results.

Documentation – Attach any input and output documents developed. Examples are: new or revised forms, diagrams, management reports, photos, coding manuals, instructional manuals, etc. Other agencies may be able to adapt this material for their benefit.

### **III. AMENDMENT PROCESS**

Should either party, during the term of this agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State's official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by the State.

### **IV. CANCELLATION/TERMINATION**

This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.



**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**I. INVOICING AND PAYMENT**

- For services satisfactorily rendered and upon receipt and approval of the invoice, the Department of Alcoholic Beverage Control agrees to pay a monthly payment of approved reimbursable costs per the Budget Detail of personnel overtime and benefits (actual cost).
- Invoices shall clearly reference this contract number (13-MST08) and must not exceed the contract total authorized amount of \$10,000.00. Invoices are to be submitted with reports, on the prescribed form designed by the Department of Alcoholic Beverage Control. First report will be due on or before April 1, 2014 for operations conducted through March 31, 2014. Second report will be due on or before July 31, 2014 for operations conducted through June 30, 2014.

Department of Alcoholic Beverage Control  
Attn: Kristine Okino, Grants Fiscal Analyst  
3927 Lennane Drive, Suite 100  
Sacramento, California 95834  
(916) 419-2584

- Payment shall be made in arrears within 30 days from the receipt of an undisputed invoice.
- Contractor understands in order to be eligible for reimbursement; cost must be incurred on or after the effective date of the project and on or before the project termination date.
- Contractor understands any other costs incurred by Contractor, other than personnel overtime and benefits as authorized above, in the performance of this agreement are the sole responsibility of Contractor.

**II. BUDGET CONTINGENCY CLAUSE**

- It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

**III. PROMPT PAYMENT CLAUSE**

- Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.



## **EXHIBIT C GENERAL TERMS AND CONDITIONS**

### **I. GENERAL TERMS AND CONDITIONS**

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions (GTC-610) can be found on the Internet:

<http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>